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BK 8 PG 98  
W.E. DAVIS CH. CLK.

PREPARED BY AND RETURN TO:  
BARRY W. BRIDGFORTH, JR.  
P.O. BOX 241  
SOUTHAVEN, MS 38671  
601/393-4450

**NOTICE OF CONSTRUCTION LIEN**

COMES NOW Ricky Boland d/b/a Oak Ridge Homes ("contractor"), whose address is 3848 Windermere, Nesbit, Mississippi 38651 and hereby gives notice that he claims a contractor's lien pursuant to § 85-7-131 et. seq. of the Mississippi Code Annotated 1972, as amended, and who says as follows:

1. The property subject to said lien is the land lying and being situated in DeSoto County, Mississippi at 4500 Swinnea Road, more particularly described as shown on **EXHIBIT "A"** attached hereto, which is incorporated herein by reference.

2. The contractor and Samuel Roy Ford entered into a building contract dated March 27, 1996 for the construction and erection of a dwelling house. A true and correct copy of said contract is attached hereto as **EXHIBIT "B"**. Contractor furnished labor, material and services pursuant to the aforementioned contract at the request of Samuel Roy Ford.

3. As of this date, contractor has substantially performed the contract and there is currently due and owing to contractor under the contract the sum of \$9,715.12, representing labor performed, materials furnished, and current attorney's fees incurred in connection with the above referenced work.

4. Suit for enforcement of said lien has not been filed at this time.

WHEREFORE, Ricky Boland d/b/a Oak Ridge Homes claims a contractor's lien against the above described property as set forth above in the amount of \$9,715.12, **plus** any and all future costs and attorney's fees incurred in recording and enforcing this lien, together with interest as provided by law, and future utility bills.

WITNESS MY SIGNATURE this the 31<sup>ST</sup> day of MARCH, 1997.

  
\_\_\_\_\_  
RICKY BOLAND D/B/A OAK RIDGE HOMES

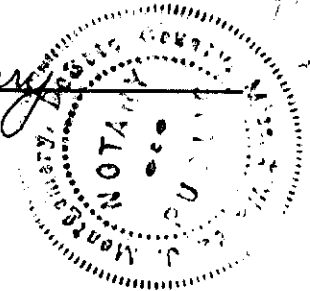
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named RICKY BOLAND, D/B/A OAK RIDGE HOMES, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his voluntary act and deed for the purposes expressed therein, and that the information contained therein is true and correct.

Given under my hand and official seal this the 31<sup>st</sup> day of March, 1997.

Wanda J. Montgomery  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
~~MY COMMISSION EXPIRES 5-11-4-1997~~  
BONDED THIS 10/26/96 BY T11, INC.



CERTIFICATE OF NOTICE

I, Barry W. Bridgforth, Jr., do hereby certify that I have this day mailed a true and correct copy of the above and foregoing Notice of Construction Lien pursuant to § 85-7-131 Mississippi Code Annotated 1972, as amended, to the following persons at the addresses shown below by certified mail, postage prepaid, return receipt requested. Said persons being as follows:

Samuel Roy Ford  
2775 Hampden Cove  
Horn Lake, Mississippi 38637

Roe Ross  
First Tennessee Bank  
National Association of Mississippi  
615 Goodman Road East  
Southaven, Mississippi 38671

Dated this the 2<sup>nd</sup> day of April, 1997.

Barry W. Bridgforth Jr.  
BARRY W. BRIDGFORTH, JR.

TRACT I OF THREE SPRINGS MINOR SUBDIVISION being 1.22 acres, more or less and more particularly described as follows to-wit:

BEGINNING at a point that is N 84 deg. 40 min. 00 Sec. E a distance of 29.18 feet from the Northwest corner of the Southwest quarter of Section 8, Township 2 South, Range 7 West, said point being on the East right-of-way of Swinnea Road and being marked with an iron pin; thence N 84 deg. 40 min. 00 sec. E along the North line of said Quarter Section a distance of 396.00 feet to a point marked with an iron pin; thence S 05 deg. 13 min. 00 sec. E a distance of 208.71 feet to a point marked with an iron pin; thence S 84 deg. 40 min. 00 sec. W a distance of 208.71 feet to a point marked with an iron pin; thence N 05 deg. 13 min. 00 sec. W a distance of 158.71 feet to a point marked with an iron pin; thence S 84 deg. 40 min. 00 sec. W a distance of 189.21 feet to a point on the East Right-of-Way of Swinnea Road marked with an iron pin; thence N 03 deg. 01 min. 22 sec. W along said Right-of-Way a distance of 50.04 feet to the Point of Beginning; containing 1.22 acres, more or less.

## BUILDING CONTRACT

This agreement made this 27 day of MARCH 1996 by and between Ray FORD, hereinafter called "Owners" and Ricky Boland, hereinafter called "Contractor", WITNESSETH:

1. The Contractor shall erect and build a substantial and workmanship manner, a dwelling house located in Desoto County, Mississippi and being described as:

2. Contractor shall complete the house so that it is fit for occupation and remove all surplus materials and rubbish off the premises by 150 days, unless prevented by strikes, accidents, weather or other reasonable cause, in which case the time for completion will be extended for the unavoidable delay.

3. Contractor shall provide all materials and perform all of the work mentioned in the specification and provide all tools, scaffolding and appliances necessary for performance of work, and the Contractor will supply duly qualified and experienced artisans, workmen and foreman to carry out the work.

4. Contractor shall obtain all necessary permits and comply with all governmental regulations in construction of the work.

5. Any deviation from the plans and specifications shall be reduced to writing and signed by both parties, and before commencing work, the parties will agree upon the costs of any additions from the work provided in the plans.

6. The owner will pay to the Contractor for the construction of the house, a total of \$ 98,000.00 of which \$8,000.00 will be paid in cash upon the execution of this contract and the balance will be paid at the end of each month as the work progresses with a final \$1,000.00 to be held until the final inspection and approval of the house. The parties will agree at the end of each month how the work has progressed and how much of the contract has been earned by the Contractor. Payment will be made by the 5th day of each month for the work for the preceding month.

7. At the request of the owner, Contractor will furnish evidence that all material and labor used in the construction of said house has been paid and will keep any liens from being filed against construction of the house.

8. BUILDER shall keep the house insured against loss by fire, windstorm or other casualty by builders risk insurance at the Builder's expense.

EXHIBIT  
"B"

9. In the event the Owner secures a loan to finance construction of the house all costs of securing the loan shall be at the owner's expense including preparation of any loan papers and the Contractor shall not be required to absorb any discount with the loan, it being understood that the Contractor will receive net for the construction of the house the sum of \$ 98,600.00 without discount to him.

10. In the event of dispute of differences arising between the parties in performance of this contract, the differences will be arbitrated and each party will select an arbitrator and one two selected will be final and accepted by both parties.

11. In the event the Contractor shall neglect or fail to prosecute the work with reasonable diligence or fail to perform this agreement as provided herein, the Owner at this election may take over the construction and employ others to complete work and in such case the Contractor shall receive no further payment under this contract, until after the costs of completing the work shall be completed and any balance remaining after completion of construction shall be paid to the Contractor. The owner shall not be authorized to take over the contract or construction of the house until after he has given the contractor written notice of any default in the performance of this agreement and given the Contractor at least 15 days in which to correct the default.

12. In the contract price, the Contractor has allowed \$ \$152.00 per thousand for brick on the house; \$        per sheet for paneling used in the house; \$ 15.00 per yd for inlaid used in the house; \$ 15.00 per yard for carpet used in the house; \$ 900.00 for light fixtures; \$        for plate glass mirrors used in the house; \$ ~~15.00~~ 850.00 for vinyl wallpaper and labor. If the owners select brick costing more than allowance or any other items costing more than allowance, the owner shall pay to the Contractor, the difference between that allowed and that selected. The owner shall make all selections of color and materials submitted to him as soon as possible in order not to delay construction of the premises.

13. It is further agreed by and between the Owner and Contractor in that the earnest money or down payment will be refunded if the veteran is unable to obtain VA financing.

14. The taxes will be prorated from date of transfer. NONE

15. House to be constructed on Lot 4500 SWINNEA Southaven

WITNESS OUR SIGNATURES THIS 27 day of MARCH 1976

House to be same  
as Lot #71 Pleasant Acres  
Roy Ford

Roy Ford  
Kerry Boland  
Roy Ford